



Registration of a Charge

Company name: **INTEGRITY LIFE SOLUTIONS LIMITED**

Company number: **08078119**



X5BL32SP

Received for Electronic Filing: **19/07/2016**

Details of Charge

Date of creation: **18/07/2016**

Charge code: **0807 8119 0088**

Persons entitled: **GALINA PAPAGEORGIU**

Brief description:

Contains floating charge(s) .

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ANN MARIE BELL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8078119

Charge code: 0807 8119 0088

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th July 2016 and created by INTEGRITY LIFE SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2016 .

Given at Companies House, Cardiff on 20th July 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS Debenture is made on the 18th day of July 2016.

Between

- (1) INTEGRITY LIFE SOLUTIONS LIMITED, a company registered in England and Wales, (Company No 08078119) whose registered office is at Llanover House, Llanover Road, Pontypridd CF37 4DY ('the Company'), and
- (2) Galina Papageorgiou, of 84 Sudbourne Road, SW2 5AH, ('the Lender').

BACKGROUND:

A: By the Loan Agreement (as defined below) the Lender agreed to make certain loan facilities available to the Company on its terms and subject to its conditions.

B: It is a condition to the availability of those loan facilities that the Company has agreed to create the security required by entering into this Deed

NOW IT IS AGREED as follows:

1 Definitions and interpretation

1.1 Terms used in this assignment and not otherwise defined shall have the meanings given to them in the Loan Agreement.

1.2 In this Deed:

1.2.1 references to 'Charged Assets' means the Lenders' Book as from time to time amended or supplemented including revenues and claims both present and future due or owing to the Company derived from the Lender's Book, together with things in action that may give rise to such a debt, revenue or claim, and with the full benefit of all rights and remedies relating to such book and other debts, revenues and claims, including but not limited to any negotiable or non-negotiable instruments, guarantees, indemnities, debentures, legal and equitable charges and other security, reservation of proprietary rights of tracing, liens and all other rights and remedies of any nature in respect of such property

- 1.2.2 references to 'an Event of Default' are references to any event of default under clause 5 of the Loan Agreement that has not been waived in writing by the Lender,
- 1.2.3 references to 'the Lender's Book' means the specified hire purchase contracts for consumer credit finance entered into by the Company from time to time and made between the Company and third party parties which have been allocated against the funds lent by the Lender to the Company.
- 1.2.4 references to 'the Loan Agreement' means a loan note dated on 18th May 2016 and entered into between the Lender and the Company, as from time to time amended or supplemented, under the terms of which the Lender has agreed to make available loan facilities to the Company,
- 1.2.5 references to 'the Secured Liabilities' means the sums due to the Lender pursuant to the Loan Agreement

2. Loan

2.1 The Company covenants with the Lender that it will pay and discharge to the Lender all sums due pursuant to the Loan Agreement on written demand when due.

2.2 The making of one demand under this Deed will not stop the Lender making any further demands.

2.3 The Lender will not make any demand unless it is entitled to do so.

3. Charging Provision:

3.1 As a continuing security for payment of all money covenanted to be paid and discharge of all obligations and liabilities otherwise secured under this deed the Company charges by way of floating charge the the Charged Assets to the Lender with full title guarantee.

4. Crystallisation

4.1 The floating charge created by clause 3 will crystallise into a fixed charge:

4.1.1 by notice in writing given by the Lender to the Company at any time after the security constituted by this deed becomes enforceable, specifying the Charged Assets over which the crystallisation will take effect; or

4.1.2 automatically and instantly without notice if an Event of Default occurs

5 Liability of the Company

The Company's liability in respect of the Secured Liabilities shall not be discharged or prejudiced by:

5.1 the renewal, determination, variation or increase of the loan under the Loan Agreement or the acceptance or variation of any compromise, arrangement or settlement or the omission to claim or enforcement of payment from any other person by the Lender; or

5.2 any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or

5.3 any other act or omission (except where such act or omission is the Lender's act or omission) which but for this provision might have discharged or otherwise prejudiced the liability of the Company.

6 Enforcement

The Lender may enforce this Deed at any time after:

6.1 the occurrence of an Event of Default;

6.2 the floating charge has crystallised under clause 4;

7 Appointment, powers and removal of receivers

7.1 At any time after the security created by this Deed becomes enforceable the Lender may without further notice appoint in writing any one or more persons to be a receiver or a receiver and manager. Where more than one Receiver is appointed they will have the power to act separately (unless the appointment specifies otherwise).

7.2 The Lender may determine the remuneration of the Receiver.

7.3 The appointment of a Receiver will not preclude the Lender from appointing a subsequent Receiver over all or any of the Charged Assets whether the previously appointed receiver continues to act or not.

7.4 The Receiver will be the agent of the Company and the Company will be solely liable for the acts, defaults, and remuneration of the Receiver unless and until the Company goes into liquidation after which the receiver shall act as principal. In no event will the Receiver become the agent of the Lender.

7.5 The Receiver will have and be entitled to exercise all the powers set out in Schedule 1 and Schedule 2 to the Insolvency Act 1986 and the Law of Property Act 1925 and will also have the power, either in his name or in the name of the Company:

7.5.1 in connection with any sale or other disposition of the Charged Assets, to receive the consideration in a lump sum or in instalments and to receive shares and loan notes by way of consideration;

7.5.2 to do all other acts and things which the Receiver may consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the rights, powers or discretion conferred on a Receiver under or by virtue of the Deed; and

7.5.3 to exercise in relation to any Charged Assets all the powers, authorities and things which he would be capable of exercising if he was absolute beneficial owner of the same;

7.6 Neither the Lender nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by the Lender or the Receiver.

7.7 Section 109 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

8 Powers of sale,

8.1 Section 103 of the Law of Property Act 1925 shall not apply to this Deed but the statutory power of sale will as between the Lender and a purchaser arise on and be exercisable at any time after the execution of this Deed but the Lender will not exercise such power unless the security created by this Deed has become enforceable or after the appointment of a Receiver under clause 9.

8.2 No person dealing with the Lender or a Receiver, its agents or delegates will be concerned with whether this Deed has become enforceable, whether any power exercised or purported to be exercised has become exercisable, whether any of the Secured Liabilities remain due upon this Deed, as to the necessity or expediency of any stipulations and conditions subject to which the sale of any Charged Asset is made, as to the propriety or regularity of the sale of any Charged Asset or to see to the application of any money paid to the Lender or the Receiver, or its agents or delegates and each dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.

8.3 Section 93 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

9. Continuing security

9.1 This Deed will remain as continuing security in favour of the Lender, regardless of the settlement of any account or any other matter whatever and will be without prejudice and in addition to any and all other rights, remedies or security which is or are in place now or in the future in respect of any Charged Assets in favour of the Lender for the payment of an Indebtedness.

10. Notices

10.1 Any notice to be given under this Deed by the Company shall be sufficiently given if sent by first class post to the Noteholder at his address given above (or, in the case of joint Noteholders, to the address of the first-named), and shall be deemed received on the working day after posting.

10.2 Any notice to be given under this Deed to the Company shall be sufficiently given if sent by first class post to the Registered Office.

11. Governing law and jurisdiction

11.1 This Deed is governed by the laws of England and Wales.

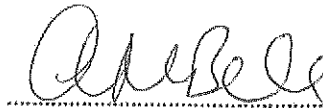
11.2 The parties will submit to the exclusive jurisdiction of the courts of England and Wales.

12. Counterpart

This agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed and delivered this Deed on the day and year first before written.

SIGNED AS A DEED by Ann Marie Bell (Director)



for and on behalf of Integrity Life Solutions Limited

Witnessed by:

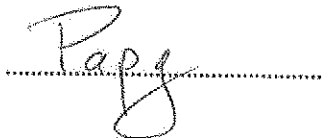
Signature: 

Name: Mark Palmer

Address: Top Floor, Hanover House, Hanover Rd, CF3 74DY

Occupation: admin

SIGNED AS A DEED by Galina Papageorgiou



Witnessed by: Bevan Douse

Signature: 

Name:

Address: 10 Elmstone road, SW6 5TN, London

Occupation: Investment Analyst.